

## LEASE

BETWEEN CITY OF ATALISSA  
AND HENRY'S TURKEY SERVICE, INC.

THE FOLLOWING LEASE is made and entered into this 12 day of Nov, 2001.

between the City of Atalissa as "Landlord" and Henry's Turkey Service, Inc., as "Tenant"

WITNESSETH:

That the said Landlord has this day, in consideration of the covenants of the Tenant hereinafter contained, leased unto Tenant the following described real estate, to-wit:

Commencing at the Northwest corner of the Southeast Quarter of Section Eleven (11) in Township Seventy-eight (78) North, Range Three (3) West of the 5th P.m.; thence East 30 rods; thence South 10 2/3 rods; thence West 30 rods; thence North 10 2/3 rods to the point of beginning.

Tenant agrees to rent said premises for the term of one year commencing on the 1st day of October, 2001, and ending on the 1st day of October, 2002. This lease will automatically renew for an additional one-year period on October 1, 2002 unless either party provides written notice to the other that they desire to terminate the lease. In such event the Tenant will have until November 1, 2002 to vacate the leased premises, with rent payable for that additional month, and the lease shall then terminate. The monthly rent for the entire leasing period shall be 3-11-02 6000 Six hundred CB OAH DN RN ~~\$700.00~~, Seven Hundred and No/100 Dollars payable monthly in advance at the City Hall in Atalissa, Iowa, with attorney's fees in case of suit.

Tenant agrees to give up said premises at the end of this lease in as good repair as they are now, ordinary wear and destruction by fire excepted. The premises are to be used as a dormitory. Tenant agrees to use said premises or any part thereof, for no unlawful purpose, and not sell, assign, underlet or relinquish said premises or any part thereof, without the written consent of Landlord, and in case it does, Landlord may, at its option, declare this lease terminated and take immediate possession.

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Tenant agrees to use due care and diligence in guarding said property and use the same as a reasonably careful man does his own. Tenant agrees, at the expiration of this lease, to surrender said premises to Landlord without notice.

It is agreed that the rent and damages to property shall be a lien upon all the personal property and other chattels brought on said premises, whether exempt or not, and the costs and expenses of collecting shall also be a lien upon said property in case of suit. If there is default in the payment of rent or in any of the covenants herein contained, Landlord may, at his option, in addition to his right to enforce specific performance of the term of this contract, proceed to recover possession in any action authorized by law. Landlord to make no repair except as agreed in this lease. And it is further agreed:

CARE OF PREMISES: Tenant agrees to accept the premises in their present condition and to assume the expense of interior decorating and other repairs as they deem necessary. Tenant, however, shall not do major remodeling that involves the construction or removal of walls or plumbing unless the Landlord consents in writing. The Landlord agrees to maintain in good repair the roof, and water and sewer service. Landlord agrees that the Tenant shall have the right to put 3 mobile home trailers on the above described premises. Landlord further agrees to provide the window glass necessary to replace any broken windows on the premises. Any repairs to or replacement of the heating plant in the building, or any component thereof shall be paid one half by Landlord and one half by Tenant. Tenant shall obtain Landlord's written consent prior to incurring any such expense.

UTILITIES: Tenant agrees to furnish his own heat and all public utilities, including water and electricity.

INDEMNIFICATION BY TENANT: Landlord shall have no liability for any personal injury suffered by any third party on the premises. Tenant agrees to indemnify and hold harmless the Landlord from and against any and all loss, cost, damage and expenses occasioned by or rising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises or due directly or indirectly to the tenancy, use, subleasing or occupancy thereof or any part thereof by

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the Tenant or person claiming through or under the Tenant. Nothing in this paragraph shall limit the obligation of the Tenant to carry any insurance as provided in this lease.

FIRE: If during the term of this lease the building or premises shall be destroyed by fire, the elements or other casualty or taken by eminent domain or condemned under police regulations, or partially destroyed, so as to render the premises wholly unfit for occupancy, and if they shall be so badly damaged that they cannot be repaired within thirty (30) days from the date of the damages, or if the Landlord elects not to repair them, this lease shall cease and become null and void from the date of such damage. Tenant shall immediately surrender said premises and rent shall be adjusted to the time of such surrender. If said premises shall be repairable within thirty (30) days from the happening of said damage and the Landlord elects to repair them, the rent shall not accrue while the repairs are being made but shall recommence immediately after said repairs have been completed. In case of termination of the lease under this numbered paragraph, the Landlord may reenter and repossess said premises discharged of the lease and may remove all parties therefrom. If, however, said premises shall be so slightly damaged by fire or the elements as not to be rendered unfit for occupancy, then the Landlord shall repair the same with reasonable promptitude and the rent accrued or accruing shall not cease or be terminated by reason of said damage.

RIGHT TO ENTER: Tenant shall allow the Landlord, his agent or workmen, at reasonable times at his discretion, to enter the premises to inspect the same, to make repairs or improvements or show the property to persons desirous to leasing or purchasing. Landlord shall have the right to enter upon and into said premises, if in good faith he does so, in the absence or apparent absence of Tenant to meet with apparent emergency.

INSURANCE: Landlord and Tenant will each keep its respective property interest in the premises and the personal property on the premises reasonably insured against hazards and casualties. The parties agree that the Tenant will purchase and carry fire and wind insurance on the premises in an amount of \$204,000.00 and the Tenant will reimburse the Landlord the cost of any insurance procured by Landlord every six (6) months, upon receiving a statement for same from Landlord. The Tenant at its own expense further agrees that it will procure and maintain casualty and liability insurance in a responsible company authorized to do business in the State of Iowa in an amount agreed upon by the parties and Tenant will protect, indemnify and save harmless the Landlord from and against any and all loss, cost, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property on or about the leased premises, due directly or indirectly to the tenancy, use or occupancy thereof by the Tenant or any person claiming through or under the Tenant. In any event the amount of such casualty and liability insurance maintained by Tenant shall be not less than \$1,000,000.00 for each occurrence.

1,000,000.00

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MECHANIC'S LIEN: Neither the Tenant nor anyone claiming by or through or under the Tenant shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the leased premises or upon the leasehold interest of the Tenant therein and notice is hereby given that no contractor, subcontractor or anyone else who may furnish any materials, service or labor for any building improvements, alterations, repairs or any parts thereof shall at any time be or become entitled to any lien thereupon and for further security of the Landlord, the Tenant hereby covenants and agrees to give actual notice thereof in advance to any and all contractors or subcontractors who may furnish and agree to furnish any such materials, service or labor.

CHANGES IN WRITING: None of the provisions, terms or conditions of this lease shall be in any manner modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the above date.

CITY OF ATALISSA

HENRY'S TURKEY SERVICE, INC.

By: Donald Passmore

Mayor

By: Don NewbauerBy: Connie Black

City Clerk

By: Randy Newbauer

"LANDLORD"

"TENANT"

STATE OF IOWA :

: ss

MUSCATINE COUNTY :

On this 12<sup>th</sup> day of November, before me the undersigned Notary Public in and for the State of Iowa, personally appeared Connie Black and Donald Passmore to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Mayor and City Clerk as such officers acknowledged the execution of said instrument to be the



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voluntary act and deed of said corporation, by it and by them voluntarily executed.

David L. Seigrist  
Notary Public in and for the  
State of Iowa

SEAL

STATE OF IOWA :

: ss

MUSCATINE COUNTY. :

On this 12 day of Nov, 2007, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Don Neubauer and Randy Neubauer, to me personally known, who being by me duly sworn, did say that they are the SUPERVISORS and respectively, of said corporation executing the within and foregoing instrument, that the corporation has no seal; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said SUPERVISORS and as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

David L. Seigrist  
Notary Public in and for the  
State of Iowa

SEAL